

UNITED STATES DISTRICT COURT

for the

District of New Jersey

United States of America)

v.)

CREAGHAN HARRY) Case No. CR. 19-246(MCA)

Defendant)

APPEARANCE BOND

Defendant's Agreement

I, CREAGHAN HARRY (defendant), agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:

- (X) to appear for court proceedings;
 (X) if convicted, to surrender to serve a sentence that the court may impose; or
 (X) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

- () (1) This is a personal recognizance bond.
 () (2) This is an unsecured bond of \$ _____.
 (✓) (3) This is a secured bond of \$ 2,500,000.00, secured by:
 () (a) \$ _____, in cash deposited with the court.
 (✓) (b) the agreement of the defendant and each surety to forfeit the following cash or other property (describe the cash or other property, including claims on it — such as a lien, mortgage, or loan — and attach proof of ownership and value):

If this bond is secured by real property, documents to protect the secured interest may be filed of record.

- () (c) a bail bond with a solvent surety (attach a copy of the bail bond, or describe it and identify the surety):

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

AO 98 (Rev. 12/11) Appearance Bond

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

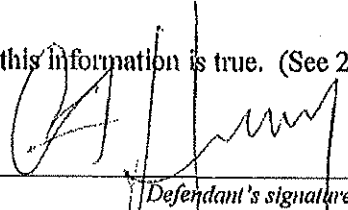
Ownership of the Property. I, the defendant – and each surety – declare under penalty of perjury that:

- (1) all owners of the property securing this appearance bond are included on the bond;
- (2) the property is not subject to claims, except as described above; and
- (3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.


I, the defendant – and each surety – declare under penalty of perjury that this information is true. (See 28 U.S.C. § 1746.)

Date: _____


Defendant's signature

John Burns

Surety/property owner – printed name


Surety/property owner – signature and date

Tina Burns

Surety/property owner – printed name


Surety/property owner – signature and date

Surety/property owner – printed name

Surety/property owner – signature and date

CLERK OF COURT

Date: _____

AMY ANDERSONN

Signature of Clerk or Deputy Clerk

Approved.

Date: 5/23/24



Judge's signature

UNITED STATES DISTRICT COURT

For the DISTRICT OF New Jersey

UNITED STATES OF AMERICA
V.

AGREEMENT TO FORFEIT PROPERTY

CREAGHAN HARRY

CASE NUMBER: CR. 19-246(MCA)

Defendant

I/we, the undersigned, acknowledge pursuant to 18 U.S.C. §3142(c) (1) (B) (xi) in consideration of the release of the defendant that I/we and my/our personal representatives jointly and severally agree to forfeit to the United States of America the following property:

241 Valley Rd
Rochester, New York

and there has been posted with the court the following indicia of my/our ownership of the property:

COPY OF DEED

I/we further declare under penalty of perjury that I am/we are the sole owner(s) of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except my/our own, that imposed by this agreement, and those listed below:

and that I/we will not alienate, further encumber, or otherwise willfully impair the value of my/our interest in the property.

The conditions of this agreement are that the defendant CREAGHAN HARRY

(Defendant's Name)

is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

This agreement is signed on _____ at Newark, New Jersey

(Date)

(Place)

Defendant

(Name of Deft.)

Address

(City & State Only)

Owner(s)/

(Name of owner of property)

Address

(City & State Only)

Obligor(s)

(Other Name of Owner)

Address

(City & State Only)

Signed and acknowledged before me on

(Date)

WILLIAM T. WALSH, CLERK

(Judicial Officer/Clerk)

Approved:

(Judicial Officer)

AMY ANDERSONN

Courtroom Deputy Clerk